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Appln.No.144 of 2008
in I.P.No.49 of 2000

SENTHILKUMAR RAMAMOORTHY J.

Appln.No.144 of 2008 has been filed by the Official Assignee to cancel a sale transaction on account of the fact that the insolvent was not traceable.

2. Pursuant thereto, the matter was referred to the Tamil Nadu Mediation and Conciliation Centre, and the parties arrived at a joint Memorandum of Compromise dated 19.11.2021. In terms thereof, the transferee agreed to pay a sum of Rs.82,950/- to the petitioning creditor, who agreed to receive the same in full and final payment.

3. On perusal of the joint Memorandum of Compromise, it is evident that the said joint Memorandum of compromise has been signed by the petitioning creditor, the transferee and the Official Assignee. As such, nothing remains for adjudication in the present application.

4. In view of the receipt of consideration by the Official Assignee in terms of the joint Memorandum of compromise, the transferee shall be at liberty to deal with the property.

5. By recording the aforesaid, Appln.No.144 of 2008 is disposed of in view of the joint Memorandum of compromise and in terms thereof.

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SENTHILKUMAR RAMAMOORTHY J.,

gd

6. The Official Assignee is directed to initiate consequential action to efface any entries made in respect of the relevant property before the jurisdictional Sub-Registrar.

Note: The Registry is directed to publish a supplementary list indicating Appln.No.144 of 2008.

29.11.2021

gd

Appln.No.144 of 2008
in I.P.No.49 of 2000

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